

THIS LEASE AMENDMENT (this "Amendment") dated as of August 30, 1985 between BATTERY PARK CITY AUTHORITY, a New York public benefit corporation having an office at 40 West Street, New York, New York 10006 ("Landlord") and HUDSON TOWER ASSOCIATES, a joint venture having an office c/o The Zeckendorf Company, 502 Park Avenue, New York, New York 10022.

W I T N E S S E T H :

WHEREAS, Landlord and Tenant are parties to an Agreement of Lease dated as of August 23, 1984, a Memorandum of which, being even date therewith, was recorded in the Office of the City Register, New York County on August 29, 1984 in Reel 828 at page 301, as amended by Amendment to Lease dated as of March 26, 1985 between Landlord and Tenant, a Memorandum of which, bearing even date therewith, was recorded on May 1, 1985 in said Register's Office in Reel 905 at page 593 (the "Lease"), covering the premises more particularly described in Exhibit A hereto; and

WHEREAS, Landlord and Tenant are desirous of amending the Lease in the manner hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the parties hereto hereby agree that the Lease is hereby amended in the following respects:

1. Section 42.09(c) of the Lease is hereby amended in its entirety to read as follows:

"(c) In addition to the rights and remedies granted to Landlord pursuant to the provisions of this Lease, each Unit Owner hereby grants to Landlord, effective only upon the occurrence of a Unit Owner Default and continuing until the payment to Landlord of the Deficiency Amount, a lien on such Unit (a "Landlord's Lien"), which Landlord's Lien shall be prior to all other liens on such Unit, except for Taxes, Impositions, the lien granted to the Board of Managers pursuant to the Condominium Act, liens granted to Governmental Authorities which, pursuant to applicable law, are granted a priority and all sums unpaid on a first mortgage of record. Such Landlord's Lien shall be enforceable

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Phase II  
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by Landlord only if Landlord shall have elected, in accordance with Section 42.09(a), to pursue its rights and remedies against such Defaulting Unit Owner."

2. Except as herein amended, the terms and provisions of the Lease, in all other respects, shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

BATTERY PARK CITY AUTHORITY

By: [Signature]  
Its: [Signature]

HUDSON TOWER ASSOCIATES

By: Hudson Tower Realty Corp., a New York corporation

By: [Signature]  
Its: V.P.

By: WW Tower Associates, a New York limited partnership

By: G.L.K. Tower Corp., its general partner

By: [Signature]  
Its: Pres.

The undersigned hereby consents to this Lease Amendment.

MANUFACTURERS HANOVER TRUST COMPANY

By: [Signature]  
Its: Vice President

EXHIBIT A

REEL 989 PG 806

ALL that certain plot, piece or parcel of land, situate, lying and being in the County, City and State of New York described as follows:

BEGINNING at a point on the southerly side of Albany Street distant 133.58 feet South 77 degrees 31 minutes 29 seconds West, as measured along the southerly side of Albany Street, from the corner formed by the intersection of the southerly side of Albany Street with the westerly side of South End Avenue;

RUNNING THENCE South 77 degrees 31 minutes 29 seconds West along the southerly side of Albany Street 237.47 feet;

THENCE along the sides of a park, as shown on a map bearing Acc. No. 30071 and showing a change in the City Map, which map was approved by a resolution adopted by the Board of Estimate on November 13, 1981 (Cal. No. 4) the following two courses and distances:

- 1) South 77 degrees 31 minutes 29 seconds West, 49.91 feet;
- 2) South 18 degrees 14 minutes 10 seconds East, 100.51 feet;

THENCE North 77 degrees 31 minutes 29 seconds East, 145.29 feet;

THENCE North 12 degrees 28 minutes 31 seconds West, 3 feet;

THENCE North 77 degrees 31 minutes 29 seconds East, 132 feet;

THENCE North 12 degrees 28 minutes 31 seconds West, 97 feet to the point or place of BEGINNING.

TOGETHER with the benefits of and subject to the burdens of an easement of pedestrian and vehicular ingress and egress as set forth, limited and delineated in a Declaration of Easement made by Battery Park City Authority dated as of March 23, 1984 and recorded on March 28, 1984 in Reel 778 Page 44 over the following described parcel:

ALL that certain plot, piece or parcel of land, situate; lying and being in the Borough of Manhattan, County, City and State of New York and more particularly bounded and described as follows:

BEGINNING at a point in the southerly line of Albany Street, distant 108.58 feet westerly from the corner formed by the intersection of the westerly line of South End Avenue with the southerly line of Albany Street;

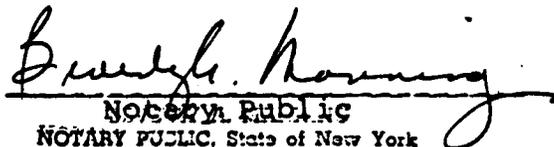
1. Running thence south 12 degrees 28 minutes 31 seconds east, 122.00 feet;

2. Thence south 77 degrees 31 minutes 29 seconds west, 182.00 feet;
3. Thence north 12 degrees 28 minutes 31 seconds west, 122.00 feet to the southerly line of Albany Street;
4. Thence north 77 degrees 31 minutes 29 seconds east along the southerly line of Albany Street, 25.00 feet;
5. Thence south 12 degrees 28 minutes 31 seconds east, 97.00 feet;
6. Thence north 77 degrees 31 minutes 29 seconds east, 132.00 feet;
7. Thence north 12 degrees 28 minutes 31 seconds west, 97.00 feet to the southerly line of Albany Street;
8. Thence north 77 degrees 31 minutes 29 seconds east along the southerly line of Albany Street, 25.00 feet to the point or place of BEGINNING.

Bearings are in the same system used in the Borough Survey, Borough President's Office, Borough of Manhattan.

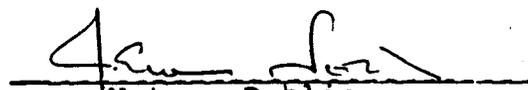
STATE OF NEW YORK )  
: SS.:  
COUNTY OF NEW YORK )

On this 23rd day of September, 1985, before me personally came Meigs S. Zucker, to me known, who being by me duly sworn, did depose and say that he resides at 324 W. 101st St., N.Y., N.Y. 10025; that he is the President of BATTERY PARK CITY AUTHORITY, the public benefit corporation described in and which executed the foregoing instrument; ~~that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the members of said corporation; and that he signed his name thereto by like order.~~

  
Notary Public  
NOTARY PUBLIC, State of New York  
No. C1214400032  
Qualified in Kings County  
Commission Expires March 30, 1988

STATE OF NEW YORK )  
: SS.:  
COUNTY OF NEW YORK )

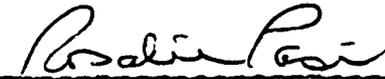
On this 30th day of SEPTEMBER, 1985, before me personally came WILLIAM WIR ZECKENDORF to me known, who being by me duly sworn, did depose and say that he resides at 108 WEST 79th ST. NYC.; that he is the VICE PRESIDENT of HUDSON TOWER REALTY CORP., the corporation described in and which executed the foregoing instrument and which executed the same as Joint Venturer of HUDSON TOWER ASSOCIATES, a New York joint venture; and that he signed his name thereto by order of the board of directors of said corporation.

  
Notary Public  
JEROME SOCHER  
Notary Public, State of New York  
No. 31-4809103  
Qualified in New York County  
Commission Expires March 30, 1988

STATE OF NEW YORK )  
 : ss.:  
COUNTY OF NEW YORK )

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On this 9<sup>th</sup> day of Sept. , 1985, before me personally came Ernest S. ALSON, to me known, who being by me duly sworn, did depose and say that he resides at Genesee Trail, Harrison, NY 10528; that he is the President of GLK TOWER CORP., the corporation described in and which executed the foregoing instrument as a general partner of WW TOWER ASSOCIATES, a New York limited partnership, and which executed the same as Joint Venturer of HUDSON TOWER ASSOCIATES, a New York joint venture; and that he signed his name thereto by order of the board of directors of said corporation.

  
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Notary Public

ROSALIE FASI  
Notary Public, State of New York  
No. 24-3028498  
Qualified in Kings County  
Commission Expires March 30, 19 87